



DEPARTMENT OF THE NAVY
HEADQUARTERS, UNITED STATES MARINE CORPS
WASHINGTON, DC 20380-1775

NORMAL

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30 June 2004

U.S. MARINE CORPS SUPPLY INSTRUCTION

**GUARANTEE AND WARRANTY PROCEDURES FOR THE
AIR MOBILE CRANE (AMC) ROUGH TERRAIN, HYDRAULIC, LIGHT**

Appendix A: Marine Corps Maintenance Center Albany (MCA) Guarantee
Appendix B: Greer Load Moment Indicator (LMI) Warranty
Appendix C: PulseTech Battery Solargizer Warranty
Appendix D: Hawker Battery Warranty

- 1. Purpose.** To provide instructions for processing Guarantee and Warranty claims for the Air Mobile Crane (AMC) Rough Terrain, Hydraulic, Light.
- 2. Information.** The Statement of Work for the Service Life Extension Program (SLEP) identified guarantee and warranty clauses agreed upon by Marine Corps Maintenance Center Albany (MCA) equipment listed in paragraph 3 of this instruction. This Supply Instruction (SI) provides the information necessary for the Marine Corps to obtain the benefits of the MCA Guarantee, Greer Load Moment Indicator (LMI), PulseTech Battery Solargizer, and Hawker Battery warranties for the AMC. A copy of the MCA Guarantee is provided in appendix A and the Original Equipment Manufacture (OEM) warranties are provided in appendices B through D.

3. Major Item Affected

<u>Description</u>	<u>NSN</u>	<u>TAMCN</u>	<u>I.D. No.</u>
Air Mobile Crane (AMC) Rough Terrain, Hydraulic, Light	3810-01-516-9718	B04467B	09166B

4. Definitions

- a. **Acceptance.** DD 1348-1 Single Line Item Release/Receipt signed in the acceptance block by the authorized government representative. Acceptance will be at receiving Marine Corps using units.
- b. **Contractor.** A Government agency, company or person who enters into a legal contract with the U.S. Government to supply certain materials or do certain work for a specified sum. MCA will SLEP the AMC; hereafter referred to as contractor.
- c. **Damage.** An impairment detected in the equipment caused by an accident.
- d. **Dealer.** A service organization authorized by the contractor to provide guarantee or warranty support.
- e. **Defect.** A fault or imperfection detected in equipment caused by insufficient quality assurance or substandard parts/material.

- f. Guarantee/Warranty. A promise or affirmation given by the contractor regarding the nature, usefulness, or condition of the supplies or performance of services furnished. Among other things, the guarantee/warranty indicates the products guarantee/warranty period, exclusions, contractor's responsibilities, user's responsibilities and limitations.
- g. Guarantee/Warranty Disputes. Failure of the guarantee/warranty coordinator and the contractor to agree upon responsibility to correct a reported equipment defect.
- h. Guarantee/Warranty Period. The period during which the contractor will provide services in accordance with the guarantee and OEM warranties. Refer to appendices A through D for standard guarantee/warranty periods and exceptions.
- i. Replacement Item. Any part that replaces a failed item and is provided by the contractor. At the contractor's discretion, the replacement item may be the repaired original part, a new part or another rebuilt component. When failed parts are returned to MCA, it will be at MCA's expense.
- j. MCSC Project Officer. Personnel assigned to manage the Government involvement in the SLEP from the Marine Corps System Command (MARCORSYSCOM MCSC)).
- k. Misuse/Abuse. Any defect found to be caused by neglect or improper use.
- l. SLEP Guarantee/Warranty Manager. The individual identified by the contractor responsible for resolving claims for the contractor.
- m. USMC Contract Officer. The designated USMC warranted Contracting Officer assigned to coordinate contracting issues associated with the agreement between the contractor and the Government.
- n. Warranty Administrator. The individual within MCSC having Marine Corps management responsibility for all guarantee and warranty claims and actions regarding the equipment referenced in paragraph 3.
- o. Warranty Coordinator. The individual appointed by the Commanding Officer of designated Marine Corps Organizations (Using Units), who serves as the point of contact within those using units for guarantee and warranty actions and functions for equipment covered by the SLEP.
- p. Warranty Coverage Area. The guarantee/warranty, as defined in the appendices A through D, is in effect worldwide.

5. Points of Contact

NOTE

Names and e-mail addresses of the points of contact will be distributed via separate message from the warranty administrator.

TITLE	ACTIVITY	TELEPHONE
MCSC Project Officer	MARCORSYSCOM, GTES Quantico, VA 22134-6050	(703) 432-3719 (DSN) 378-3719
Warranty Administrator	MARCORSYSCOM, GTES Albany, GA 31704	(229) 639-6983 (DSN) 567-6983
SLEP Guarantee/Warranty Manager	Maintenance Center Albany HE/MT Program Manager Albany, GA 31704	(229) 639-6298 Fax (229) 639-6911 Email: smbmatcomprogrammgt@logcom.usmc.mil *Note if utilizing this email account the subject line must contain "7.5 Ton Crane USMC #xxx"

6. Warranty Coordinator Assignment

a. A warranty coordinator shall be appointed by the Commanding Officer of the following organizations in accordance with MCO 4105.2 (Marine Corps Warranty Program):

- (1) I MEF
- (2) II MEF
- (3) III MEF
- (4) Blount Island Command
- (5) Fleet Support Centers—Albany, GA and Barstow, CA
- (6) Marine Force Reserve

b. The warranty coordinator appointed in accordance with paragraph 6 will ensure warranty coordinators are appointed at subordinate commands possessing intermediate level maintenance capabilities. Warranty coordinators will establish internal procedures for filing guarantee/warranty claims and reporting guarantee/warranty activity to higher headquarters.

c. Upon assignment, warranty coordinators will provide, by message or e-mail, their name, rank and telephone number along with their message, mailing, and e-mail address to the warranty administrator.

7. Guarantee/Warranty Procedures

a. Using Unit Responsibilities

NOTE

The using unit will perform organizational level preventive maintenance during the guarantee/warranty period, in accordance with appropriate technical manuals per MCO P4790.2_. **Units may perform guarantee/warranty work when it is in their best interest to do so.** This does not void the guarantee/warranty. When the Marine performs guarantee/warranty work, the contractor will provide parts and or technical support as required. **When a failed part is returned to MCA, it will be at MCA's expense.**

(1) When a defect is detected, communicate the following information to the warranty coordinator: **Guarantee = Crane; Warranty = LMI, Solargizer, Battery**

- (a) Date of claim
- (b) Using Unit Name and RUC
- (c) TAMCN B04467B
- (d) Date defect found
- (e) Serial number (include engine serial number if it is the reason for warranty claim)
- (f) Equipment acceptance date
- (g) Hour meter reading

- (h) Description of suspected defect (be as specific as possible, include date defect identified and part number of defective item)
- (i) Any additional/amplifying information available and pertinent to the guarantee/warranty claim or status of deadline equipment.

NOTE

The warranty coordinator is to be contacted as soon as possible after detection of a defect to minimize deadline time or the possibility of causing further damage during equipment operation. This will allow the quickest notification of the contractor.

(2) Prepare a Product Quality Deficiency Report (PQDR) SF 368, for information purposes only, in accordance with MCO 4855.10_ and process through established procedures.

(3) When the contractor's representative completes the guarantee/warranty work, provide the following information to the warranty coordinator via e-mail:

- (a) PQDR control number
- (b) Work completion date
- (c) Description of action taken

(4) Notify to the warranty coordinator when the contractor's on-site contact team disputes guarantee/warranty service for a suspected equipment defect.

(5) On request from the warranty coordinator, retain parts removed by the using unit until disposition instructions are provided (i.e. a remote deployed unit receives parts shipped by the contractor for on-site installation).

b. Warranty Coordinator Responsibilities

NOTE

It is the contractor's option to transport equipment to a dealer location for repair or provide an on-site contact team. The using unit may request shipment of replacement parts and necessary instructions so the Marine Corps can conduct the installation as stated in paragraph 7.a Note.

(1) When notified of a suspected defect by the using unit, assist the unit in determining if the defect is covered by the guarantee/warranty. If the determination is made that the guarantee or warranty applies, the warranty coordinator will contact the SLEP Guarantee/Warranty Manager at the number, provided in paragraph 5, to file a claim. The warranty coordinator shall provide the contractor with the equipment information as provided by the using unit per paragraph 7a (1).

NOTE

The contractor's goal is to make an initial claim response within 72 hours and to complete the repairs, in most cases, within five working days.

(2) On receipt of the response from the contractor, coordinate necessary action with the using unit.

(3) Provide the following information to the warranty administrator via email:

- (a) Date of claim
 - (b) Using Unit Name and RUC
 - (c) TAMCN B04467B
 - (d) Date defect detected
 - (e) Serial number (include engine serial number if it is the reason for the guarantee/warranty claim)
 - (f) Equipment acceptance date
 - (g) Hour meter reading
 - (h) Description of suspected defect (be as specific as possible, include date defect identified and part number of defective item)
 - (i) Any additional/amplifying information available that is pertinent to the guarantee/warranty claim or status of deadline equipment
 - (j) Contractor's corrective action to be taken.
- (4) When guarantee/warranty work is completed, provide the following information to the warranty administrator via e-mail:
- (a) PQDR control number
 - (b) Work completion date
 - (c) Description of action taken
- (5) Elevate guarantee/warranty disputes in accordance with paragraph 7d of this SI.
- (6) Coordinate all guarantee/warranty matters between the warranty administrator and the using units and retain appropriate records as directed in MCO 4855.10_ (Product Quality Deficiency Report) and MCO 4105.2.

c. Warranty Administrator Responsibilities

- (1) Provide the following information to the MCSC Project Officer via e-mail:
- (a) Date of claim
 - (b) Using Unit Name and RUC
 - (c) TAMCN B04467B
 - (d) Serial number (include engine serial number if it is the reason for the guarantee/warranty claim)
 - (e) Equipment acceptance date
 - (f) Hour meter reading

(g) Description of suspected defect (be as specific as possible, include date defect identified and part number of defective item)

(h) Any additional/amplifying information available that is pertinent to the guarantee/warranty claim or status of deadline equipment.

(i) Description of action taken

(2) Notify the designated USMC Contract Officer and the MCSC Project Officer of any unresolved guarantee/warranty disputes.

(3) Track all guarantee/warranty actions and be prepared to provide, on request of the MCSC Project Officer, a report containing the following data:

(a) Number of guarantee/warranty claims processed (for month and calendar year-to-date)

(b) Number of pending guarantee/warranty claims

(c) Guarantee/warranty action completion time for each claim closed during month

(d) Concerns/trends that need to be addressed

(4) Prepare and distribute the following contact information reports:

[to include name, location, e-mail address, phone & fax numbers (commercial & DSN)]

(a) Warranty coordinator list to the MCSC Project Officer and the SLEP Guarantee/Warranty Manager.

(b) Points of Contact list (see paragraph 5) to all warranty coordinators.

d. Guarantee/Warranty Disputes

NOTE

Equipment readiness and fair business relations with the contractor is desired and necessary; consequently, it is paramount that guarantee/warranty disputes be elevated to the warranty administrator for resolution.

(1) Once a warranty dispute is identified, the Warranty Coordinator will notify the Warranty Administrator, and the Project Officer via email, and completes a PQDR SF 368 in accordance with MCO 4855.10_. The following specific form information applies:

(a) Block 3 will state the original PQDR number followed by the word "DISPUTED"

(b) Block 22 will state "GUARANTEE/WARRANTY DISPUTE".

(c) Include evidence that will refute the contractor/dealer's reason(s) for refusal.

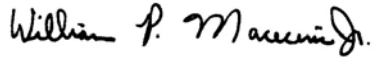
(d) Photos, sketches, and other applicable information will be submitted as enclosures.

(2) The Warranty Coordinator shall make arrangements to have disputed guarantee/warranty components held by the using unit until the claim is resolved and the Warranty Administrator provides disposition instructions.

(3) Upon resolution of the dispute, the Warranty Administrator will coordinate with the USMC PQDR processing organization (Code L150), Albany, GA to officially notify the using unit, via established electronic media, of required action including disposition of the disputed guarantee/warranty components.

BY DIRECTION OF THE COMMANDANT OF THE MARINE CORPS

OFFICIAL

A handwritten signature in black ink, reading "William P. Macecevic". The signature is written in a cursive style with a large initial 'W' and a distinct 'P'.

W. P. MACECEVIC
Program Manager, Engineer Systems
Marine Corps Systems Command

DISTRIBUTION: EDO

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APPENDIX A
MAINTENANCE CENTER ALBANY (MCA) GUARANTEE

1. Guarantee. Maintenance Center Albany (MCA) guarantees the SLEP crane for defects in material and workmanship. The guarantee applies to work performed and materials procured by MCA.

In addition, MCA will act as the single point of contact and coordinate all warranty claims to Greer and PulseTech for the Greer Load Moment Indicator (LMI) and PulseTech Battery Solargizer. Refer to appendix B through D for Original Equipment Manufacturer warranties for the LMI, Battery Solargizer, and Hawker Battery.

Major subordinate commands will utilize MCSC warranty coordinators to submit guarantee claims on the AMC and warranty claims on the LMI and Battery Solargizer to MCA for action.

2. Guarantee Period. The guarantee period is 18 months after acceptance by using unit.

3. Guarantee Coverage. MCA will repair, or at MCA's option, replace any Product(s) shown to be defective in material or workmanship.

4. Exclusions. The Guarantee shall not apply to maintenance services (including engine tune-up, brake adjustment, etc), consumables (such as glass, tires, wiper blades, slings etc) or to preventive maintenance parts (including filters, belts), or to expendable items (including fluids, lubricants, light bulbs, brake pads, wire rope, wear pads, tools etc.).

5. MCA responsibilities. Upon MCSC Warranty Coordinator verification of a Guarantee or Warranty claim: MCA will respond with one of the following options: 1) Contact Team; 2) Parts; 3) Subcontractor

Parts will be taken from MCA stocks, or ordered and shipped to the using unit at MCA's expense.

6. Using Unit responsibilities. The using unit is responsible for proper maintenance of the crane. Any improper use, including failure to provide proper maintenance, operation beyond rated capacity, alteration or repair in such a manner as in MCA's judgment adversely affects the crane, shall void this Guarantee.

NOTE: If a units elects to order a Solargizer through the Defense Logistics Agency (DLA) outside the 18-month MCA warranty period, Appendix C applies.

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**APPENDIX B
GREER LOAD MOMENT INDICATOR (LMI) WARRANTY**



Quote #: MC-12-09-03-NA

**Ref: Solicitation Number
M6700404Q0006 / CLIN 001AC: LMI Kit**

Limited Warranty: Seller warrants that each article sold under this order (Solicitation Number M6700404Q0006/CLIN 001AC: LMI KIT) shall at the time of shipment (i) conform to applicable specifications, and (ii) be free from defects in material and workmanship during normal and ordinary use and service (the "Warranty"). Buyer's exclusive remedy and Seller's sole obligation under this Warranty shall be, at Seller's option, to repair or replace any article or part thereof which has proven to be defective, or to refund the purchase price of such article or part thereof.

This limited warranty commences on the date the article is first shipped for the period indicated below depending on the type of transaction.

Note: The limited warranty policy is printed on the back side of all packing slips and invoices; however, the limited warranty period for products sold under solicitation number M6700404Q0006 is **18 months**.

Notice of claimed breach of this Warranty must be given by Buyer to Seller within the applicable period. Such notice shall include an explanation of the claimed warranty defect and proof of date of purchase of the article or part thereof for which warranty coverage is sought. No allowances shall be made by Seller for any transportation, labor charges, parts, "in and out" costs adjustments or repairs, or any other work, unless such items are authorized in writing and in advance by Seller. Nor shall Seller have any obligation to repair or replace items which by their nature are expendable. If an article is claimed to be defective in material or workmanship, or not to conform to the applicable specifications, Seller will either examine the article at Seller's site or issue shipping instructions for return to Seller. All products or parts replaced by Seller become the property of Seller. Seller shall not be responsible for customers software, information or memory data contained in, stored on, or integrated with any products returned to Seller for repair, whether under warranty or not.

This Warranty shall not extend to any articles or parts thereof which have been installed, used, or serviced otherwise than in conformity with Seller's applicable specifications, manuals, bulletins, or instructions, or which shall have been subjected to improper installation, operation, or usage, misapplication, neglect, overloading, or employment for other than normal and ordinary use and service.

This Warranty excludes damage caused by accident, fire, power changes, other hazards, or Force Majeure.

This Warranty shall not apply to any articles or parts thereof furnished by Seller to Buyer's specifications and/or furnished by Buyer or acquired from others at Buyer's request. Seller will not reimburse customer for repairs made by third parties during the warranty period.

Furthermore, unauthorized repairs conducted by third parties renders this warranty void. The MC is not considered a third party; therefore, MC is authorized to make warranty repair.

SELLER MAKES NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES OF ANY KIND, OTHER THAN THE WARRANTY EXPRESSLY SET FORTH IN THIS PARAGRAPH. SUCH WARRANTY IS EXCLUSIVE AND IS MADE AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The remedies for this Warranty shall be only those expressly set forth above, to the exclusion of any and all other remedies of whatsoever kind. The limited remedies set forth above shall be deemed exclusive, even though they may fail their essential purpose. No agreement varying or extending the foregoing Warranty, remedies, exclusions, or limitations shall be effective unless in writing and signed by an executive officer of Seller and Buyer. This Warranty is non-transferable. Under no circumstances shall Seller be liable (i) for any damage or loss to any property other than the warranted article or part thereof, or (ii) for any special, indirect, incidental, or consequential damage or loss, even though such expenses, damages, or losses may be foreseeable. The foregoing limitations on Seller's liability in the event of breach of warranty shall also be the absolute limit of Seller's liability in the event of Seller's negligence in manufacture, installation, or otherwise, with regard to the articles covered by this Warranty, and at the expiration of the Warranty period as above stated, all such liabilities shall terminate.

**APPENDIX C
PULSETECH SOLARGIZER WARRANTY**



**PulseTech Products Corporation
Industrial and Marine Solargizer and Solargizer Solar Charger
Limited Warranty**

What Does This Warranty Cover? This warranty covers any defects in workmanship or materials in any solar panel or circuit board in the Solargizer product under normal use and service.

How Long Does The Coverage Last? This warranty runs for ten (10) years from the date of purchase.

What Will PulseTech Do? PulseTech will, at its option, replace or repair any defective solar panel or circuit board with a new or rebuilt solar panel or circuit board at no charge.

What Does This Warranty Not Cover? This warranty does not cover any parts other than the solar panel or circuit board. In addition, PulseTech will not be responsible under this warranty if PulseTech determines that (1) upon examination that the solar panel or circuit board failure was (A) caused by misuse, neglect, accident, alteration, or abnormal condition of operating or handling (including the failure to install the product in accordance with PulseTech's instructions and observe the warnings on the product and the instruction manual), or other conditions beyond the control of PulseTech or (B) damaged in transit to PulseTech, and (2) the owner is not the original purchaser that purchased the product through an authorized PulseTech dealer or distributor. IN NO EVENT SHALL PULSETECH BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, EXPENSES, LOST SAVINGS OR LOST PROFITS OR ANY OTHER DAMAGES OF ANY KIND FROM ANY BREACH OF THIS WARRANTY OR OTHERWISE. Some states, provinces or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

How To Get Service? Send the product postage prepaid with proof of purchase (sales receipt) within the warranty period to the authorized reseller where the product was purchased or contact PulseTech directly by calling 1-800-580-7554.

How Does State, Province or Country Law Apply? This warranty gives you specific legal rights, and you may also have other rights which vary from state to state, province to province or country to country.

**THIS WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER
WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO
ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR
A PARTICULAR PURPOSE**



**APPENDIX D
HAWKER BATTERY WARRANTY**



617 North Ridgeview Drive
Warrensburg, Missouri 64093-9301
USA
Telephone: (816) 429-2165

WARRANTY: 12 - month Free Replacement

Armasafe Plus Batteries manufactured by EnerSys Inc. - Hawker Energy (Seller), warrants its batteries to be free of defects in material and workmanship. This warranty is effective for 12 months from the date of purchase with original receipt or invoice, 12 months from manufacturer's shipping date if no original receipt or invoice is available. Within the warranty period, the battery will be replaced free of charge if adjustment is necessary due to defect in material or workmanship (not merely discharged).

GENERAL PROVISIONS

A. Seller has no obligation under the limited warranty set forth above in the event the battery is damaged or destroyed as a result of:

- willful abuse or neglect or if the top valve covers has been removed.
 - natural forces such as wind, lightning, hail; damage due to fire, collision, explosion, vandalism, theft, penetration or opening of the battery case in any manner.
 - overcharging, charging or installing in reverse polarity, improper maintenance or mishandling of the battery such as but not limited to using the terminals for lifting or carrying the battery.
 - failure to properly install the battery.
 - normal deterioration in the electrical qualities or the acceleration of such deterioration due to conditions that accelerate such deterioration.
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- if the battery is used for an application that requires higher cranking power or a greater reserve rating than the battery is designed to deliver or the battery capacity is less than the battery capacity specified by the vehicle manufacturer or the

battery is otherwise used in applications for which it was not designed.

B. To Obtain Warranty Service:

1. Return battery to factory by obtaining a Return Material Authorization (RMA). A RMA can be obtained by calling the phone number above.
2. If the battery is determined to be defective for material or workmanship under terms of this warranty, it will be replaced.

THIS LIMITED WARRANTY IS IN LIEU OF, AND SELLER DISCLAIMS AND EXCLUDES, ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WOULD OTHERWISE BE IN EFFECT FOR LONGER THAN THE EFFECTIVE WARRANTY PERIOD. SELLER'S EXCLUSIVE LIABILITY FOR BREACH OF WARRANTY SHALL BE TO REPLACE THE BATTERY WITHIN THE EFFECTIVE WARRANTY PERIOD. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY OTHER KIND, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHERWISE NOR SHALL SELLER BE LIABLE FOR ANY REMOVAL OR INSTALLATION EXPENSE, OR THE LOSS OF TIME OR PROFITS.

Some states do not allow limitation on how long an implied warranty lasts or the exclusion or the limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

The Source of Powerful Solutions